Formerly the word manufacture involved an idea of tangibility, but later it has taken a more comprehensive scope. *Bates Mach. Co.* v. *Trenton, etc., Co.*, 70 N. J. L. 684, 58 Atl. 935. Where by the industry of man a product is brought into being, whether it be tangible or intangible, it would seem that it may be properly termed manufactured.

ELECTRICITY—PRIVATE EQUIPMENT—LIABILITY OF POWER COMPANY.—The defendant, an electric power company, furnished electricity to a third party to be used to run machines owned and controlled by the third party. The defendant had no right to inspect the machines and no notice of any defects therein. The plaintiff's intestate was killed by an electric shock received while operating one of the machines. *Held*, the defendant is not liable. *Hoffman* v. *Leavenworth, etc., Co.* (Kan.), 138 Pac. 632.

The weight of authority supports the principal case. *Minneapolis General Electric Co.* v. *Cronon*, 166 Fed. 651, 92 C. C. A. 345, 20 L. R. A. (N. S.) 816; *Kiefe* v. *Narragansett E. L. Co.*, 21 R. I. 575, 43 Atl. 542; *Perry* v. *Ohio Valley E. Ry. Co.* (W. Va.), 74 S. E. 993. The adverse decisions hold that by the act of furnishing for use so dangerous a force as an electric current a party is bound to know that the apparatus over which it is to be conveyed is in such condition that the furnishing of such current will not endanger life or limb. *Maysville Gas Co.* v. *Thomas Adm'r*, 108 Ky. 224, 56 S. W. 153, 53 L. R. A. 147; *Hoboken Land & Improvement Co.* v. *United E. Co. of N. J.*, 71 N. J. L. 430, 58 Atl. 1082. This view practically makes the power companies insurers and suggests the English case of *Rylands* v. *Fletcher* which has been greatly qualified in England and generally repudiated in America. *Rylands* v. *Fletcher*, L. R. 3 H. L. 330; 1 VA. LAW REV. 146.

If the decision in the principal case is accepted, the doctrine of *res ipsa loquitur* can have no application unless the accident was due to a dangerous current negligently sent into the wires by the defendant company. *Denver Consol. Electric Co.* v. *Lawrence*, 31 Colo. 301, 73 Pac. 39; *Harter* v. *Colfax E. L. & P. Co.*, 124 Iowa 500, 100 N. W. 508; *Peters* v. *Lynchburg Traction Co.*, 108 Va. 333, 61 S. E. 745.

The courts are similarly divided as to whether it is the duty of a power company to inspect the apparatus installed in a building by other parties before turning on the current for the first time. On principal and authority the company is under no such duty. *Nat'l Fire Ins. Co.* v. *Denver Consol. E. Co.*, 16 Colo. 86, 63 Pac. 949; 13 L. R. A. (N. S.) 226 (note) *Contra. Hoboken Land & I. Co.* v. *United E. Co., supra.*

EVIDENCE—DYING DECLARATIONS—ADMISSIBILITY IN CIVIL SUITS.—The plaintiff's testator made a statement, under a sense of impending death, in reference to a transaction between himself and the defendant. *Held*, the statement is admissible as a dying declaration. *Thurston* v. *Fritz*, (Kan.), 138 Pac. 625.

This decision, admittedly in opposition to the unanimous weight of authority, is justified by the court on the ground of expediency. See 2 WIGMORE, EVIDENCE, § 1436. The admission of dying declarations, as